



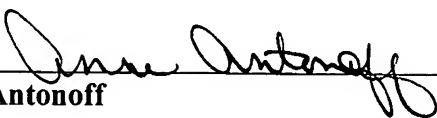
TFW 2617

CERTIFICATE OF MAILING

I hereby certify that the below listed items are being deposited with the U.S. Postal Service as first class mail in an envelope addressed to:

**Mail Stop Post Issue
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450**

on 04/12/06.



Anne Antonoff

In Re Application of:

Christopher D. Blair

Serial No.: 10/525,260

Docket No. 762301-1560

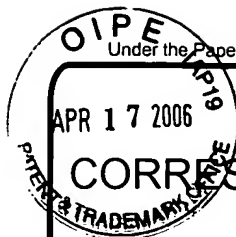
Filed: February 22, 2005

For: **Method and System for Communications Monitoring**

The following is a list of documents enclosed:

Return Postcard
Change of Correspondence Address
Certificate Under 37 C.F.R. §3.73(b) Establishing Right of Assignee to Take Action
Power of Attorney by Assignee of Entire Interest
Exhibits A and B (Courtesy Copies of Assignments being filed today's date)

Further, the Commissioner is authorized to charge Deposit Account No. 20-0778 for any additional fees required. The Commissioner is requested to credit any excess fee paid to Deposit Account No. 20-0778.



CHANGE OF CORRESPONDENCE ADDRESS APPLICATION

Address to:
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Application Number	10/525,260
Filing Date	February 22, 2005
First Named Inventor	Blair
Art Unit	TBA
Examiner Name	TBA
Attorney Docket Number	762301-1560

Please change the Correspondence Address for the above-identified patent to:

☐ Customer Number

24504

OR

Type Customer Number here

Place Customer
Number Bar Code
Label here

<input checked="" type="checkbox"/> Firm or Individual Name	M. Paul Qualey, Jr. THOMAS, KAYDEN, HORSTEMEYER & RISLEY, L.L.P.				
Address	100 Galleria Parkway				
Address	Suite 1750				
City	Atlanta	State	GA	ZIP	30152
Country	USA				
Telephone	(770) 933-9500		Fax	(770) 951-0933	

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number, use "Request for Customer Number Data Change (PTO/SB/124)." .

This form will not affect any "fee address" provided for the above-identified patent. To change a fee address, use the "Fee Address Indication Form (PTO/SB/47)"

I am the:

- ☐ Applicant/Inventor
☐ Assignee of record of the entire interest. See 37 CFR 3.71
 Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
☒ Attorney or agent of record
☐ Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number

Type or Printed Name **M. Paul Qualey, Jr., Reg. No. 43,024**

Signature

Date

M. Paul Qualey, Jr.
11 APRIL 2006

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representatives(s) are required. Submit multiple forms if more than one signature is required, see below.*

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.13. The collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Office, U.S. Patent and Trademark Office, P.O. Box 1450, Arlington, Virginia 22313-1450 DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. Send Fees and Completed Forms to the following address: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450

If you need assistance in completing the form, call 1-800-PTO-9199 and selection option 2.

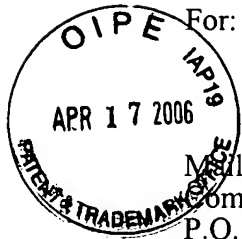
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **Christopher D. Blair**

Application Serial No.: **10/525,260**

Filed: **February 22, 2005**

For: **Method and System for Communications Monitoring**



Mail Stop: Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above-identified:

☒ application,
☐ patent

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

I/we hereby appoint all of the following attorneys and agents of Thomas, Kayden, Horstemeyer & Risley, LLP, who are listed under the USPTO Customer Number shown below as my/our attorneys and agents to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, recognizing that the specific attorneys and agents listed under that Customer Number may be changed from time to time at the sole discretion of Thomas, Kayden, Horstemeyer & Risley, LLP, and request that all correspondence be addressed to the address filed under the same USTPO Customer Number.

24504

4. A chain of title from the inventor(s) to the current assignee is shown below:

- a. From: Christopher D. Blair
To: Eyretel plc/Witness Systems Ltd.
Recorded in PTO: Reel: Frame:
- b. From: Eyretel plc/Witness Systems Ltd.
To: Witness Systems, Inc.
Recorded in PTO: Reel: Frame:

[Recorded in PTO: See Exhibits A and B evidencing that assignment is being filed this date. No Reel and Frame has been assigned as of yet.]

DECLARATIONS

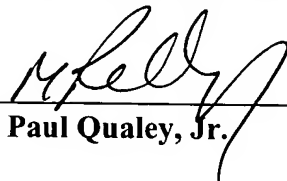
5. I, the undersigned, have reviewed all the documents in the chain of title of the

☒ application
☐ patent

matter identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

6. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

7. I, the person signing below, aver that I am empowered to sign this statement on behalf of the assignee.



M. Paul Qualey, Jr.

Tel. No. 770-933-9500
Customer No.: 24504

Docket No. 762301-1560

**THOMAS, KAYDEN, HORSTEMEYER
& RISLEY, L.L.P.**
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339-5948



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **Christopher D. Blair**

Application Serial No.: **10/525,260**

Filed: **February 22, 2005**

For: **Method and System for Communications Monitoring**

Mail Stop Amendment

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

**CERTIFICATE UNDER 37 C.F.R. §3.73(b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

1. The assignee of the entire right, title and interest hereby seeks to take action in the PTO in this matter.

2. The assignee of this matter is:

**WITNESS SYSTEMS, INC.
300 COLONIAL CENTER PARKWAY
ROSWELL, GA. 30076**

PERSON AUTHORIZED TO SIGN

3. M. Paul Qualey, Jr.
Attorney for Assignee

Direct correspondence and telephone calls to:


M. Paul Qualey, Jr., Reg. No. 43,024
THOMAS, KAYDEN, HORSTEMEYER & RISLEY, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339
770-933-9500

ASSIGNEE OF ENTIRE INTEREST

WITNESS SYSTEMS, INC.
300 Colonial Center Parkway
Roswell, GA 30076

ASSIGNEE CERTIFICATION

The certification under 37 C.F.R. §3.73(b) establishing the right of assignee to take action is attached hereto along with documentation evidencing same.



Andy Pham
Director, Intellectual Property
Witness Systems, Inc.

Date: 4/4/06

Docket No.: 762301-1560

EXHIBIT A

Docket No. 762301-1560

Page 1 of 3

(Patent Assignment)

**ASSIGNMENT
OF UTILITY PATENT APPLICATION**

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
Christopher D. Blair	Ivor Cottages, Balneath Farm, South Chailey, East Sussex, BN8 4AP GB

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

METHOD AND SYSTEM FOR COMMUNICATIONS MONITORING

which was:

- ☐ executed on even date herewith,
- ☒ filed with the United States Patent and Trademark Office (USPTO) on February 22, 2005, and assigned Serial No. 10/525,260, and
- ☐ further described in U.S. Provisional application entitled _____, filed with the USPTO on _____, and assigned Serial No. _____.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Eyretel plc now known as Witness Systems Ltd, having a place of business at Kings Court, Kingston Road, Leatherhead, Surrey KT22 7SL, United Kingdom, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

Docket No. 762301-1560

Page 2 of 3

(Patent Assignment)

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said Provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

Docket No. 762301-1560

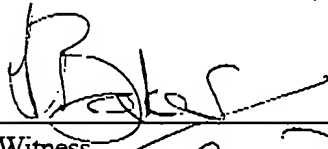
Page 3 of 3

(Patent Assignment)

Date: 23/03/06

Date: 23/03/06


Christopher D. Blair


Witness R. O. Baker

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 24th day of February, 2006 ("Effective Date"), Eyretel plc, now known as Witness Systems Ltd., a company organized under the laws of England and Wales having offices at Kings Court, Kingston Road, Leatherhead, Surrey KT22 7SL, United Kingdom ("WITNESS LTD."), and Witness Systems, Inc., a Delaware Corporation, having offices at 300 Colonial Center Parkway, Roswell, GA, 30076 ("WITNESS INC."), agree as follows:

1. WITNESS LTD. owns all right, title, and interest in and to:

U.S. Pub. No. 2003/0078782 A1 ("the US '782 Publication")	PCT Filing date 01/12/2001
Intn'l Pub. No. WO 01/52510 ("the WO '510 Publication")	PCT Filing date 01/12/2001
EP App. No. 1360799 ("the EP '799 Application")	PCT Filing date 02/11/2002
Intn'l Pub. No. WO 02/065704 A1 ("the WO '704 Publication")	PCT Filing date 02/11/2002
U.S. Pub. No. 2005/0240656 A1 ("the US '656 Publication")	PCT Filing date 02/11/2002
Intn'l Pub. No. WO 03/013113 A3 ("the WO '113 Publication")	PCT Filing date 07/31/2002
EP App. No. 1421773 ("the EP '773 Application")	PCT Filing date 07/31/2002
Intn'l Pub. No. WO 2004/019585 A1 ("the WO '585 Publication")	PCT Filing date 08/21/2003
AU App. No. 2003259339 ("the AU '339 Application")	PCT Filing date 08/21/2003
European Patent No. 0 833 489 ("the EP '489 Patent")	EPO Filing date 09/02/1997
U.S. Pat. No. 6,404,857 ("the US '857 Patent")	US Filing date 02/10/2000
U.S. Pat. No. 6,757,361 ("the US '361 Patent")	US Filing date 02/14/2002

the inventions disclosed and claimed therein, and all U.S. and foreign patents and applications that rely on the US '782 Publication, the WO '510 Publication, the EP '799 Application, the WO '704 Publication, the US '656 Publication, the WO '113 Publication, the EP '773 Application, the WO '585 Publication, the AU '339 Application, the EP '489 Patent, the US '857 Patent, and the US '361 Patent for priority ("the Patents").

2. WITNESS INC. desires to acquire and WITNESS LTD. is willing to assign to WITNESS INC. all of WITNESS LTD.'s right, title, and interest in and to the Patents and any inventions disclosed or claimed therein.
3. WITNESS LTD. hereby transfers, grants, conveys, assigns, and relinquishes exclusively to WITNESS INC. all of WITNESS LTD.'s right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. For good and valuable consideration, receipt of which is hereby acknowledged, WITNESS LTD. hereby sells, assigns, transfers, and sets over to WITNESS INC., its lawful successors and assigns, WITNESS LTD.'s entire right, title, and interest in the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and

all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and WITNESS LTD. hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS INC., its successors and assigns, in accordance with the terms of this Assignment.

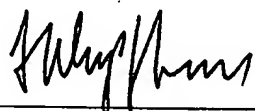
5. In furtherance of this Agreement, WITNESS LTD. hereby acknowledges that, from the Effective Date forward, WITNESS INC. has succeeded to all of WITNESS LTD.'s right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS INC., in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS INC., in its sole discretion, deems advisable.
6. WITNESS LTD. represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding conflicts of law rules) and of the United States.
9. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Witness Systems Ltd.

Witness Systems, Inc.

By: _____
William Evans

By:  _____
Loren Wimpfheimer

Title: Director of Witness Systems Ltd.

Title: Senior Vice President
of Witness Systems, Inc.

all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and WITNESS LTD. hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS INC., its successors and assigns, in accordance with the terms of this Assignment.

5. In furtherance of this Agreement, WITNESS LTD. hereby acknowledges that, from the Effective Date forward, WITNESS INC. has succeeded to all of WITNESS LTD.'s right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS INC., in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS INC., in its sole discretion, deems advisable.
6. WITNESS LTD. represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
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IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Witness Systems Ltd.

Witness Systems, Inc.

By: 
William Evans

By: _____
Loren Wimpfheimer

Title: Director of Witness Systems Ltd. Title: Senior Vice President
of Witness Systems, Inc.